

# **COOPERATIVE AGREEMENT**

## **THE LIBRARY FOR NORTH NATOMAS**

City of Sacramento  
Sacramento Public Library Authority  
Natomas Unified School District  
Los Rios Community College District

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**COOPERATIVE AGREEMENT  
THE LIBRARY FOR NORTH NATOMAS**

**This Cooperative Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the Sacramento Public Library Authority ("Authority"), the City of Sacramento ("City"), the Natomas Unified School District ("School District"), and the Los Rios Community College District ("College") (each a "Party" and collectively, the "Parties").**

**RECITALS**

WHEREAS, the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, as provided for in the California Education Code sections 19985 et. seq. (the "Act") provides for grants for the construction of public libraries and establishes as a priority for projects when two or more public agencies agree to a joint use of a library through a cooperative agreement; and

WHEREAS, for the benefit of the citizens of the planned community of North Natomas and the students and faculty of the School District and the College, the City of Sacramento, Sacramento Public Library Authority ("Authority"), the Natomas Unified School District ("School District"), and the Los Rios Community College District ("College") mutually desire to enter into such a joint use cooperative agreement and for the City to apply for a grant ("Grant") for a joint use co-located public library pursuant to the Act; and

WHEREAS, the School District has begun construction of its campus immediately adjacent to the Library Site and the College plans to construct its campus immediately adjacent to the Library Site, and neither campus will include library facilities on their own site, and both campuses will enroll students who will utilize library facilities; and

WHEREAS, the City and the Authority desire to expand its current library services to meet the needs of its residents. The population of the North Natomas Community is expected to grow from its year 2000 population of 2,321 residents to over 60,000 residents by 2020, plus an additional anticipated total of 72,000 employees at build-out, who will require and enjoy use of a public library in an area where no such facility currently exists; and

WHEREAS, the City intends to construct a library building referred to as the Library for North Natomas ("Library"), on certain real property situated in the City of Sacramento, County of Sacramento, State of California, located at the Town Center Education Complex at the northeast corner of Del Paso Road and Library Street, consisting of approximately three (3) acres, more or less, of unimproved land; and

WHEREAS, it is to the mutual benefit of the City, the Authority, the College, and the School District to contribute jointly to the establishment of a joint use, co-located public library which

can serve the interest, convenience and needs of the general public, the College and the School District, for children and adults of all ages; and

WHEREAS, the City, the Authority, the School District, and the College desire to work cooperatively to provide joint library services consistent with the terms and conditions set forth in the Cooperative Agreement,

NOW, THEREFORE, in consideration of the promises herein, the Parties herein do hereby agree as follows:

## **INTRODUCTION. MUTUAL BENEFIT OF PARTNERSHIP**

The California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 has provided a unique partnership opportunity for the City of Sacramento, the Sacramento Public Library Authority, the Natomas Unified School District, and the Los Rios Community College District.

To this end, all parties to the agreement respectfully acknowledge the commitment of the parties as follows:

- The Natomas Unified School District will use the opportunity of the joint partnership to enhance its commitment to library services to students at Inderkum High School, beyond what it has been able to do at other schools in the School District where there are not full time on site certificated library media teachers and smaller libraries.
- The Los Rios Community College District will use the opportunity of the joint partnerships to enhance its commitment to library service to students at the Natomas Center beyond what it has done at other Centers of the College where there is no on site library or library services,
- The City of Sacramento, will maximize the funds available to construct the new facility, increasing the size of the original proposed facility from 12,000 square feet to 23,000 square feet as a result of the partnership and state grant funds
- The Sacramento Public Library Authority will maximize the hours of operations of the Library as a result of the partnership operating funds, so that the Library will be open 15 – 20 more hours per week than comparable branches in the City.

Library services resulting from the partnership as defined in this agreement provide a far greater quantity and improved quality of Library service for the benefit of the citizens of North Natomas and the students and faculty of the School District and College than would be provided with each party acting individually.

## **SECTION 1. EFFECTIVENESS**

- (a) This Agreement is contingent upon approval by the governing boards of each Party. This Agreement will become effective on the date when the last Party authorizes its designated representative to execute this Agreement on behalf of that Party.
- (b) This Agreement, once effective, for all effects and purposes supercedes the prior "Cooperative Agreement – The Library for North Natomas" dated March 25, 2003.
- (c) If the California Public Library Construction and Renovation Board ("Board") does not award the Grant to the City by December 31, 2005, then this Agreement shall terminate and shall be of no force and effect.

## **SECTION 2. MISSION STATEMENT**

The joint-use Library for North Natomas will be a resource for improving the life, culture and educational experience of the greater community, including the students of Inderkum High School and the Los Rios Community College campuses at the North Natomas Town Center Education Complex. It will provide quality library service, foster respect for diversity of cultures and opinions and encourage an appreciation of lifelong learning.

## **SECTION 3. LOCATION**

The Library for North Natomas will be located on certain real property situated in the City of Sacramento, County of Sacramento, State of California, located at the Town Center Education Complex, consisting of approximately three (3) acres, more or less, of unimproved land, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Library Site"). The Town Center Education Complex will consist of the Library for North Natomas; the Natomas Unified School District's Inderkum High School; the Los Rios College District's American River College, Natomas Center; and the City of Sacramento's recreational facilities.

## **SECTION 4. OWNERSHIP**

The City will own the Library Site land and the Library building(s). The Authority will own the furnishings, and equipment. Library materials will remain the property of the party providing funds for purchase under this agreement, subject to the disposition of collections as defined in Section 9(d) of this Agreement.

The College and School District may purchase, own and place additional furnishings, equipment and library materials in the Library, subject to the approval by the Authority, and subject to agreement by the parties that such additional furnishings, equipment and

library materials will be available to all Library patrons on the same basis as all other furnishings, equipment and library materials purchased pursuant to this Agreement.

## **SECTION 5. GOVERNANCE**

The Governing Board of the Sacramento Public Library Authority, as it is constituted in the Joint Powers Agreement (JPA) between the City of Sacramento and the County of Sacramento (dated August 31, 1993 and as thereafter amended) shall be the Governing Board for the Library. The Authority shall have responsibility as authorized in the JPA for the development of the policies and the management, supervision, staffing, administration and operation of the Library, subject to the terms and conditions of this Cooperative Agreement.

## **SECTION 6. LIBRARY COORDINATION COMMITTEE**

- (a) There shall be a Library Coordination Committee ("LCC") for the Library, to serve as a mechanism to address issues concerning more than one of the Parties, as further described in this Section.
- (b) The LCC shall consist of seven members appointed as follows: two Authority staff members shall be appointed by the Library Director of the Authority; two School District staff members shall be appointed by the Superintendent of the School District; two College staff members shall be appointed by the President of the American River College; and one member shall be selected at-large by a majority vote of the other six members. No member shall hold an elective office of one of the governing board's of the Parties.
- (c) The terms of each member of the LCC shall be for two years. Except for the member selected at-large, of those members who are first appointed, they shall draw lots to determine one member appointed by each Party who shall serve an initial one year term, and one who shall serve an initial two year term. Subsequent terms shall be for two years. The number of terms that a member may serve shall not be limited.

The Library Director shall notify the Authority, School District and the College of vacancies on the LCC.

- (d) The LCC shall have the following responsibilities:
  - (1) to meet at least quarterly for the first two years, and at least annually after that.
  - (2) to advise the Library Director on any non-policy issue that may affect more than one of the Parties.
  - (3) to advise the Library Director on policy issues affecting the operation of the Library that may be considered by the Governing Board of the Authority.

- (4) to advise the Executive Committee on appropriate options to be developed in the case of significant changes to library staffing and/or hours of service which would limit or increase service.
- (5) to advise the Library Director on any amendments to the Authority's collection development policy.

## **SECTION 7. LIBRARY EXECUTIVE COMMITTEE**

- (a) The Library Director, Superintendent of the School District and President of the American River College will serve as an Executive Committee (the "Executive Committee") for the Library.
- (b) The Executive Committee shall have the following duties and authorities:
  - (1) to consult with the Library Director on administrative matters pertaining to the Library.
  - (2) to consult with the Library Director on policy matters that may come before the Governing Board.
  - (3) to advise the governing boards of the Parties on policy matters related to this Cooperative Agreement.
  - (4) to meet annually or as required to review the "Library Operating Guidelines" in Exhibit B, which are intended to implement the policy direction of the Parties' governing boards, as provided in this Cooperative Agreement. The Library Operating Guidelines are administrative in nature, and may be required to be amended as conditions change, to maintain consistency with the policy direction of the governing boards of the Parties. The Executive Committee, by its unanimous vote, shall have the authority to amend the Library Operating Guidelines, subject to the authorities granted to the members of the Executive Committee by their respective governing boards. This authority shall include the responsibility to jointly develop options to address issues of changes in service (e.g. more/less staff and/or hours of service). These options shall be developed by the Executive Committee and presented to the Sacramento Public Library Authority Board prior to any action being taken.

## **SECTION 8. LIBRARY SUPERVISION, OPERATION AND MANAGEMENT**

- (a) The Authority will manage, staff, supervise, operate and maintain the Library, as further described in this Agreement. The Authority shall exercise its management of the Library through a Library Director.
- (b) The Library Director, or his or her designee, shall have the following duties and powers:
  - (1) to plan, organize and direct all Library activities, under policy direction of the Governing Board;

- (2) to authorize expenditures within designations and limitations of the approved budget;
- (3) to make recommendations to and requests of the Governing Board concerning all matters which are to be performed, done or carried out by the Governing Board;
- (4) to have charge of, handle, or have access to any property of the Authority;
- (5) to apply and negotiate for and administer grants and subventions from the State or Federal governments or other funding sources. All applications requiring matching or contributory funds must be approved in advance of application by the Governing Board;
- (6) to determine what books and other library materials and equipment shall be purchased, subject to budgetary limitations, consistent with the collection development policy for the Authority;
- (7) to hire, supervise, and dismiss as necessary all authorized staff of the Authority.

## **SECTION 9. LIBRARY COLLECTIONS**

- (a) Collections are defined to include, but not be limited to, materials such as books, magazines, microfilm, digital resources or other items acquired for the Library for educational or recreational purposes ("Collections"). The Collections shall be of sufficient scope and currency to serve the citizen's of the greater North Natomas area and the curriculum of the School and College.
- (b) The Authority has a system-wide collection development policy. The Library Director, in consultation with the LCC, will develop amendments to this policy as needed by the Library. The Sacramento Public Library Authority Board will consider approval of any amendments to the collection development policy.
- (c) The Authority will be responsible for the acquisition, cataloging, processing, and disposition of materials in the Library Collection on behalf of the parties. The Authority will record the ownership of each item in the collection by physically stamping the name of the owning party upon the item and by recording ownership in the Authority's automated cataloging system.
- (d) Upon dissolution of this Agreement, but not before twenty years following the first day of operation of the Library for public purposes, materials in the library collection shall be distributed to the Parties according to ownership.
- (e) The School District will provide two copies of each classroom-assigned textbook to the Library. Ownership of such textbooks shall remain with the District.

## **SECTION 10. LIBRARY HOURS OF SERVICE**

- (a) The hours of operation will reflect and address the needs of the general public and students of the College and School District. The Library hours of operation are identified in the Library Operating Guidelines in Exhibit B.
- (b) The Library will be open and available to all users, including the general public and students and faculty of the College and School District during all hours of operation.
- (c) The Library will be closed on holidays designated by the Authority.

## **SECTION 11. VOLUNTEERS**

- (a) The Parties agree that qualified volunteers, including College and School District interns, will be welcome to assist in providing library services. Volunteers will be used to supplement essential Library services provided by paid library staff, and will be coordinated by paid library staff.
- (b) To the extent permitted by law, all volunteers assigned to the Library will comply with the Montoya Law. The Authority will require fingerprinting and a criminal background check for all volunteers.

## **SECTION 12. JOINT LIBRARY SERVICES**

### **Co-located Library Services**

Library staff will provide school library services to the students of Inderkum High School and American River College Natomas Center. Such services shall include, but not be limited to, reference services, orientations to the collections, electronic databases and digital resources of the Library, instruction in information literacy and advanced research relevant to the curriculum of both schools.

### **Joint Venture Library Services**

#### **(1) Computer Center Student Learning Activities**

There will be a Computer Center incorporated in the Library for North Natomas. Under this Agreement, one of the primary uses of the Computer Center will be to provide state of the art technology resources for school age children, College students and the general public. The Computer Center will house computer systems with electronic resources and educational technologies to assist with student learning activities. The Computer Center Resources will be available to the public when formal training is not scheduled.



(2) Adult Literacy Services

The Authority's Adult Literacy Service provides year round literacy tutoring for adult speakers of English with poor reading skills. Tutoring space, one-on-one tutoring and small group tutoring in a Group Study Room will be provided, and literacy materials will be made available free of charge to tutors and learners, or will be available for check out. Volunteer tutor training will also be conducted in the Library for North Natomas Community Room.

The Families for Literacy program, operated by the Authority to improve literacy among parents, caregivers, guardians, or grandparents of a child under the age of five, will provide one-on-one training to improve basic reading and writing skills for the adult and child to learn to read together.

Literacy training collaboration with School District employees, parents and College students will enhance the comprehensive literacy program available to the North Natomas community.

(3) Career Center

Printed materials, computer software, on line access to scholarship information, college catalogs and applications and career, vocational, and employment information will be available to students and the public in the Career Center. A qualified Guidance Counselor from the Los Rios Community College District will provide regularly scheduled, on-site career and scholarship assistance to students and public in the Career Center and in the use of the electronic resources supporting these services. Online resources on financial assistance for college from the College District will be available in the Library.

(4) Distance Learning Center

The School District administers an active California Technology Assistance Project that provides assessment and staff development opportunities for teachers. California Technology Assistance Project is a statewide educational technology leadership initiative, providing assistance to schools and districts in integrating technology into teaching and learning.

The Distance Learning Center, provisioned with an instructor station and ISDN and IP-based videoconferencing system and software to facilitate Webcasting and Videoconferencing, will be available for student instruction, training and development of library staff and school faculty, and for use by community groups, organizations, and individuals to offer or participate in interactive programs. Enrolled students, independent learners and professional groups will use this classroom to attend classes, workshops and seminars.

(5) Gallery and Display Space

Gallery and display space will be available for student and public art and exhibits in the Library foyer and throughout the Library facility.

(6) High School Community Service Program

There will be a community service requirement for graduation from the High School. The Library will provide community service opportunities to qualified students who desire to fulfill this requirement through service to the Library.

(7) Additional Joint Venture Opportunities

The Parties will actively pursue additional joint venture opportunities as they arise, and will seek grant funding and other sources of funding to support additional joint venture programs.

**SECTION 13. LIBRARY STAFFING**

- (a) The Authority shall provide the number of staff members at classifications that are commensurate with the level and hours of service described in this Agreement. The actual number and classification of staff are identified in the Library Operating Guidelines (Exhibit B) of this Agreement. Subsequent changes in staffing will be determined by the Library Director, acting with the advice of the LCC and the Executive Committee. Reflecting the spirit of this cooperative agreement, the Library Director, as a member of the Executive Committee, will be required to engage the Executive Committee in the development of options for any changes (decreases or increases) in services. These options shall be presented to the Sacramento Public Library Authority Board prior to any action being taken.
- (b) The Parties agree that the Authority may contract with the City, College, School District or other entity for any services necessary to operate the Library. The Parties agree that such services shall be determined in advance of the services being delivered, and will be the subject of a separate written agreement between the Authority and the entity providing the service.
- (c) To the extent permitted and/or required by law, all employees of the Authority who are assigned to the Library will comply with the Montoya Law. The Authority will require fingerprinting and a criminal background check for all employees.

**SECTION 14. LIBRARY SOURCES AND USES OF FUNDING**

- (a) Library Project Budget

(1) Project Costs

The Library Project Budget includes both eligible and ineligible costs directly related to the public library construction project. A detailed Library Project Budget is included as Exhibit "C" to this Agreement and is summarized as follows:

	<b>Project Costs</b>	<b>Grant Funds</b>	<b>Local Funds</b>
<b>Eligible project costs</b>	<b>\$10,600,357</b>	<b>\$6,890,232</b>	<b>\$3,710,125</b>
<b>Ineligible project costs</b>	<b>\$2,525,871</b>	<b>0</b>	<b>\$2,525,871</b>
<b>Total project costs</b>	<b>\$13,126,228</b>	<b>\$6,890,232</b>	<b>\$6,235,996</b>

(2) Source of Funds for Library Project Costs

If a grant is awarded under the Act, the grant will provide funding for 65% (sixty-five per cent) of the eligible costs. Local funding is required for 35% (thirty-five per cent) of the eligible costs. Ineligible costs must be fully funded by local funding.

The Parties agree to the following sources of funds for the project budget:

<b>Party</b>	<b>Use</b>	<b>Amount</b>
State Grant	Construction	\$ 6,890,232.00
City of Sacramento	Library Site	\$ 1,450,000.00
North Natomas Public Facilities Fund	Construction, Works of Art, Collection	\$ 4,605,801.00
Sacramento Public Library Authority	Collection	\$ 85,195.00
Natomas Unified School District	Collection	\$ 65,000.00
Los Rios Community College District	Collection	\$ 30,000.00
	Total =	\$ 13,126,228.00

(b) Projected Library Operating Budget - Initial Start-Up Expenses

(1) Initial Start-up Expenses

Initial start-up expenses are operating expenditures incurred in preparation for, and in advance of, opening day of the Library. The initial start-up expenses are estimated to be \$114,805 in 2002-03 dollars, and are detailed in Exhibit "B".

(2) Source of Funds for Initial Start-up Expenses

The Authority will provide \$114,805 as the source of funds for the Initial Start-up Expenses.

(c) Projected Library Operating Budget - Annual Expenses

(1) Annual Expenses

The Annual Expense Budget is estimated to be \$871,304 in 2002-03 dollars, and is detailed in Exhibit "B".

While the Parties are committed to the ongoing operation of the Library at the levels specified herein and the Parties agree to make every reasonable effort to provide the required funds for the estimated Annual Expense Budget, all Parties acknowledge that such commitment is subject to availability of local revenues.

(2) Source of Funds for Annual Expenses

The Parties agree that, with the exception of permanent staff assigned exclusively to the Library, the College and the School District may provide certain services, as identified in the Projected Library Operating Budget, as direct services rather than contributing cash to the Authority for such services. The Parties will provide proportionate funding for the Annual Expenses in the form of cash contributions or direct services according to the Annual Expense Budget detailed in Exhibit "B."

## **SECTION 15. REVIEW AND MODIFICATION PROCESS**

The Executive Committee shall meet annually to review the terms and conditions of this Cooperative Agreement. The Executive Committee, by unanimous vote, is authorized to amend and/or revise the Library Operating Guidelines that are contained in Exhibit "B" of this Agreement. Any proposed change to the Operating Guidelines contained in Exhibit B that does not receive a unanimous vote of the Executive Committee may only be approved by the consent of the governing boards of all of the Parties. The Executive Committee may propose amendments to this Cooperative Agreement which shall require the consent of the governing boards of all of the Parties, provided, however, that the parties may not amend Section 17 or Section 18 of this Cooperative Agreement.

The Library Director shall be responsible for the implementation of the terms and conditions of this Cooperative Agreement, and any changes in service delivery methods, including the staffing levels and the hours of service specified in the Operating Guidelines that may be necessary to accomplish the goals of the Parties. The Library Director shall consult with and consider the advice of the Library Coordination Committee and the Executive Committee in implementing the terms and conditions of the Cooperative Agreement.

## **SECTION 16. FIELD ACT APPLICABILITY**

The Library building will provide space for required educational purposes for more than twenty-four pupils enrolled in kindergarten or any of the grades 1 to 12 at any one time. Accordingly, the Parties agree that the Library will be subject to the Field Act.

## **SECTION 17. COMMITMENT TO PROVIDE JOINT USE LIBRARY SERVICES**

The Parties agree to a 20-year commitment, beginning on the first day that the Library is open to the public, to provide joint use library services consistent with the intent of this Cooperative Agreement.

## **SECTION 18. EDUCATION CODE SECTIONS**

The Parties acknowledge and incorporate Education Code section 19999 and section 20440(e)(3)(G) of the Act's regulations, which requires the provision of public library direct services for 40 years.

## **SECTION 19. INDEMNIFICATION**

### **(a) Indemnification/Hold Harmless/Defend**

Each Party hereto shall indemnify and hold harmless and defend the other agencies, their trustees, officers, agents or employees, from any and all liability, damages, costs, or expense which any indemnified Party shall become obligated to pay by reason of any claim, lawsuit or judgment on account of injury to property or injury or death to persons received or suffered which is caused in part or in whole by the act or omission of any duty of that Party or that Party's trustees, officers, agents or employees under this Agreement.

### **(b) Survival of Term**

The clauses of this Section 19 shall survive the expiration or earlier termination of this Agreement until all claims against the Parties involving any of the indemnified matters are fully, finally and absolutely barred by the applicable statutes of limitation.

## **SECTION 20. INSURANCE**

### **(a) General Liability Insurance**

Each Party will procure and maintain commercial general liability insurance for bodily injury, personal injury and property damage providing for minimum limits of \$1,000,000

arising from any one occurrence and a \$2,000,000 general aggregate limit. Such insurance shall name the other Parties, their trustees, officers and employees as additional insureds by endorsement and shall be insured with an insurance company licensed to do business in California possessing a Best Insurance Service rating of no less than A:VII.

(b) Fire and Extended Coverage Insurance

The City will procure and maintain or cause to be procured and maintained insurance on the Library with responsible insurers in an amount equal to the full replacement cost of the Library and the property located in the Library, so long as such insurance is available from reputable insurance companies, and if it is not, then in such amounts and against such risks (including accident to or destruction of the Library) as the City deems advisable or necessary and as usually covered in connection with facilities similar to the Library. Such insurance shall name the other Parties, their trustees, officers and employees as additional insureds by endorsement. In particular, the City will procure and maintain standard fire and extended coverage insurance, with vandalism and mischievous mischief endorsements, on the Library, its improvements and alterations, fixtures, furniture, furnishings, the Collections and other property of the Library, to the extent of at least 100% of the full replacement value thereof.

(c) Insurance Proceeds

In the event of any damage to or destruction of the Library caused by the perils covered by insurance, the proceeds thereof shall be applied to the reconstruction, repair, or replacement of the damaged or destroyed portion of the Library and the fixtures and personal property of the Library, including, without limitation, the Collections, furniture and furnishings. The City shall begin such reconstruction, repair, or replacement promptly after such damage or destruction shall occur; shall continue and properly complete such reconstruction, repair, or replacement as expeditiously as possible; and shall pay out of such proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the Library shall be free and clear of all claims and liens.

(d) Additional Replacement Costs

In the event the insurance proceeds are not sufficient to complete the reconstruction, repair or replacement of the Library, each Party agrees to meet and confer with representatives of the other Parties to determine the funding of the amount needed to complete the reconstruction, repair or replacement of the Library.

(e) Insurance Coverage Review Process

Not more frequently than each three years, if in the opinion of any of the Parties the amount of insurance coverage for each Party required by this Section 20 is at that time

not adequate, each Party will consider increasing its insurance coverage as reasonably requested by the other Parties.

(f) Self-Insurance and Pooled Risk

Any insurance required to be maintained pursuant to this Section 20 may be maintained under a self-insurance or pooled risk program so long as such self-insurance or pooled risk program is maintained in the amounts and manner usually maintained in connection with facilities similar to the Library.

(g) Certificates of Insurance

Upon request, each Party shall provide the other Parties with written evidence of the insurance required in this Section 20 in the form of appropriate insurance certificates specifying amounts of coverage and expiration dates of all policies in effect, and naming the other Parties as additional insureds by endorsement, signed by the underwriter. Said certificates shall contain an endorsement requiring thirty (30) days prior written notice from the insurance company to the Authority, City, the School District and the College, and each of them, before cancellation, non renewal or change in the coverage, scope or amount of insurance.

(h) Waiver of Subrogation

The Authority, City, School District and College, and each of them, hereby release and relieve the others of them, and waive their entire rights of recovery against the others of them for loss or damage arising out of or incident to the perils insured against under any insurance policies carried by the Parties, and each of them, and in force at the time of any such damage, which perils occur in, on or about the Library and the Library site and to the fixtures, personal property, the improvements and alterations in or on the Library and the Library site, whether due to the negligence of the Authority, City, the School District or the College, or their trustees, officers, agents, employees, contractors and/or invitees. The Authority, City, School District and College, and each of them, shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective officers thereunto duly authorized, on the day and year as indicated below to be effective as of the day and year first above written.

SACRAMENTO PUBLIC LIBRARY AUTHORITY ("Authority")

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane Balter, Counsel  
Sacramento Public Library Authority

CITY OF SACRAMENTO ("City")

By: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk, City of Sacramento

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Sacramento

LOS RIOS COMMUNITY  
COLLEGE DISTRICT ("College")

By: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
District Counsel, Los Rios Community  
College District

NATOMAS UNIFIED SCHOOL DISTRICT ("School District")

By: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
District Counsel, Natomas Unified  
School District



## **EXHIBIT "A - LIBRARY SITE DESCRIPTION**

## **EXHIBIT "B" - LIBRARY OPERATING GUIDELINES**

These Library Operating Guidelines are intended to implement the policy direction of the Parties' governing boards, as provided by the Cooperative Agreement. The Library Operating Guidelines are administrative in nature, and may be required to be amended as conditions change, to maintain consistency with the policy direction of the Parties governing boards. Accordingly, it is the intent of the Parties that the Executive Committee, by its unanimous vote, acting with the advice of the LCC, in consultation with on-site Library staff, shall have the authority to amend the Library Operating Guidelines contained in this exhibit.

Authority policy is that staffing levels and hours of service are under the administrative authority of the Library Director. The Executive Committee, acting with the advice of the LCC, in consultation with Library staff, will advise the Library Director with regard to staffing levels and hours of service. This advice and consultation will be conducted in accordance with the procedures outlined in Section 6d(4), Section 7b(4) and Section 13(a) of the Library Cooperative Agreement.

### **1.0 Hours of Service**

The Parties agree the Library will be open 62-1/2 hours per week during any week that School District or College classes are in regular session. During such times, the Library will provide hours of service as follows:

Monday through Thursday (two days)	7:30 a.m. to 8:00 p.m.
Monday through Thursday (two days)	7:30 a.m. to 6:00 p.m.
Friday	7:30 a.m. to 5:00 p.m.
Saturday	10:00 a.m. to 5:00 p.m.

The Parties agree that the Library will be open 50 hours per week during any week that School District or College classes are not in regular session. During such times, the Library will provide hours of service as follows:

Monday through Thursday (two of these days)	10:00 a.m. to 8:00 p.m.
Monday through Thursday (two of these days)	10:00 a.m. to 6:00 p.m.
Friday	10:00 a.m. to 5:00 p.m.
Saturday	10:00 a.m. to 5:00 p.m.

## 2.0 Number and Classification of Staff Members

The Library will employ staffing that is commensurate with the hours of service and the Library services identified in this Cooperative Agreement. The following staffing configuration will be implemented:

<u>Staff:</u>	<u>FTE's</u>
Librarian III – Branch Supervisor	1
Library Media Teacher	1
Librarian I/II – Young Adult Services	1
Librarian I/II – Children's Services	1
Library Technician – Circulation Supervisor	1
Library Assistant II	3.5
IT Technician	.5
Shelver	2

## 3.0 Projected Library Operating Budget – Initial Start-up Expenses

Initial start-up expenses are operating expenses incurred in preparation for, and in advance of, opening day of the Library. The initial start-up expenses are estimated in 2002-03 dollars as follows:

	<u><b>Initial Start-up Expenses</b></u>
Salaries and benefits	74,977
Facility costs	8,588
Equipment and supplies	2,000
Other allocations	23,500
Miscellaneous	<u>5,740</u>
<b>Total Initial Start-up Expense</b>	<u><b>114,805</b></u>

#### 4.0 Projected Library Operating Budget – Annual Operating Expenses

<u>Source of Funds</u>					
		<u>Total</u>	<u>Los Rios Community College</u>	<u>Natomas Unified School District</u>	<u>Sacramento Public Library</u>
<b><u>Services</u></b>	F.T.E.				
Librarian III - Branch Supervisor	1	68,673			68,673
Librarian I/II - Young Adult Services	1	61,358			61,358
Librarian I/II - Childrens Services	1	61,358			61,358
Library Technician - Circulation Supv.	1	54,937			54,937
Library Assistant II	3.5	156,950			156,950
IT Technician	0.5	27,505	13,753		13,752
Library Media Teacher	1	55,812		55,812	-
Shelver	2	30,912			30,912
Extra Help	10%	48,659			48,659
<b>Total Salary</b>		<u>566,164</u>	<u>13,753</u>	<u>55,812</u>	<u>496,599</u>
<b><u>Supplies</u></b>					
Cellular communications		600			600
Measured Business lines		1,400			1,400
Data lines		14,400			14,400
Printing & Bindery		1,200			1,200
Utilities		23,650		5,600	18,050
Maintenance & Repair		12,000			12,000
Landscape Maintenance		5,000		5,000	-
Auto Allowance		1,500			1,500
Security		48,000	20,000	20,000	8,000
Banking & Fiscal Agent Fees		1,400			1,400
Program Supplies		150			150
Paper Supplies		1,200			1,200
Office Supplies & Materials		5,000		1,500	3,500
Janitorial		24,000		24,000	-
Small Tools		3,000			3,000
Computer Supplies		6,000			6,000
Identification Supplies		1,500			1,500
Furniture		2,500			2,500
<b>Total Supplies</b>		<u>152,500</u>	<u>20,000</u>	<u>56,100</u>	<u>76,400</u>
Indirect costs (10%)		7,640			7,640
Collections		145,000	10,000	10,000	125,000
<b>Total Annual Operating Budget</b>		<u>871,304</u>	<u>43,753</u>	<u>121,912</u>	<u>705,639</u>

## EXHIBIT “C” - LIBRARY PROJECT BUDGET

<b>Uses</b>	<b>Amount</b>	<b>Eligible</b>	<b>Ineligible</b>
Construction	\$ 4,195,490.00	\$ 4,195,490.00	\$
Contingency	\$ 777,588.00	\$ 419,549.00	\$ 358,039.00
Land	\$ 1,450,000.00	\$ 1,450,000.00	
Site Development	\$ 1,103,970.00	\$ 1,103,970.00	
Site Demolition	\$ 25,000.00	\$ 25,000.00	
Site Permits & Fees	\$ 339,411.00	\$ 339,411.00	
Furnishings & Equipment Costs	\$ 1,450,049.00	\$ 1,450,049.00	
Signage	\$ 30,000.00	\$ 30,000.00	
Arch\Engineering Fees	\$ 617,692.00	\$ 617,692.00	
Construction Cost Estimator	\$ 25,000.00	\$ 25,000.00	
Interior Designer Fees	\$ 66,400.00	\$ 66,400.00	
Geotechnical\Geohazard	\$ 41,109.00	\$ 41,109.00	
Hazardous Materials Consultant	\$ 25,000.00	\$ 25,000.00	
Energy Audit, Structural Engineering	\$ 25,000.00	\$ 25,000.00	
Library Consultant Fees	\$ 29,687.00	\$ 29,687.00	
Construction Project Management	\$ 197,000.00	\$ 197,000.00	
Other Professional Services	\$ 40,000.00	\$ 40,000.00	
Local Project Administration Costs	\$ 445,500.00	\$ 445,500.00	
Works of Art	\$ 212,007.00		\$ 212,007.00
Collection	\$ 1,955,825.00		\$ 1,955,825.00
MWBE compliance	\$ 61,500.00	\$ 61,500.00	
Maintenance Startup	\$ 8,000.00	\$ 8,000.00	
Site Survey	\$ 5,000.00	\$ 5,000.00	
<b>Total Project Costs</b>	<b>\$ 13,126,228.00</b>	<b>\$ 10,600,357.00</b>	<b>\$ 2,525,871.00</b>